

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMOBILE DEATH INDEMNITY AND TOTAL DISABILITY COVERAGES – VIRGINIA

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

SCHEDULE

Coverage is provided where a premium and a limit of liability is shown for the coverage.			
Coverage	Insured	Limit Of Liability	Premium
A. Death Indemnity	1.	per accident	\$
	2.	per accident	\$
	3.	per accident	\$
B. Specific Disability Benefits: (1) Dismemberment and Loss of Sight Benefits	1.	per accident	\$
	2.	per accident	\$
	3.	per accident	\$
(2) Fractures and Dislocation Benefits	1.	per accident	\$
	2.	per accident	\$
	3.	per accident	\$
C. Total Disability (200 Week Maximum: <input type="checkbox"/> (200 Week Maximum: <input type="checkbox"/> (200 Week Maximum: <input type="checkbox"/>	1.	per week	\$
	2.	per week	\$
	3.	per week	\$
Total Premium			\$

I. Definitions

The following Definitions are added:

1. "Insured" as used in this endorsement means the individual(s) named in the Schedule or in the Declarations for each applicable coverage.
2. "Loss" means with regard to:
 - a. Hands and feet, actual severance through or above wrist or ankle joints;
 - b. Eyes, entire and irrecoverable loss of sight; and
 - c. Thumb and index finger, actual severance through or above metacarpophalangeal.

3. "Motor vehicle" means a self-propelled land motor vehicle or "trailer" other than:

- a. A farm type tractor or other self-propelled equipment designed for use principally off public roads while not on public roads; or
- b. Any vehicle:
 - (1) Operated on rails or crawler treads; or
 - (2) While located for use as a residence or premises.

II. Automobile Death Indemnity And Total Disability Coverages Insuring Agreement

INSURING AGREEMENT

A. Coverage A – Death Indemnity

If the Schedule or Declarations indicate that Coverage **A** applies, we will pay the limit of liability listed in the Schedule or in the Declarations for Death Indemnity in the event of the death of the "insured" to:

1. The surviving spouse, if resident in the same household at the time of death;
2. If there is no surviving spouse and the insured is a minor, the parent if resident of the same household at the time of death; or
3. If 1. or 2. above is not applicable, the "insured's" estate.

The death must result from "bodily injury" sustained while "occupying", or when struck by, a "motor vehicle", provided the death occurs within:

1. 90 days from the date of the accident; or

2. 52 weeks from the date of the accident, where the "insured" withstands continuous total disability for which weekly indemnity is payable under Coverage **C**.

We shall have the right and opportunity to make an autopsy, where it is not prohibited by law.

B. Coverage B – Specific Disability Benefits

If the Schedule or Declarations indicate that Coverage **B** applies, we will pay, in accordance with the limit of liability shown as applicable in the Schedule or in the Declarations, the highest applicable amount stated in Table (1) or (2) below for "loss" as described therein. The "loss" must result from "bodily injury" sustained while "occupying", or when struck by, a "motor vehicle", provided the "loss" is sustained within 90 days from the date of the accident.

(1) Dismemberment And Loss Of Sight Benefits Table

For "loss" of:	For \$5,000 Limit of Liability	For \$10,000 Limit of Liability
Both hands or both feet or sight of both eyes	\$5,000	\$10,000
One hand and one foot	\$5,000	\$10,000
Either one hand or one foot, and sight of one eye	\$5,000	\$10,000
Either one hand or one foot	\$2,500	\$5,000
Sight of one eye	\$1,750	\$3,500
Thumb and index finger of either hand	\$1,250	\$2,500

(2) Fractures And Dislocation Benefits

For Fracture Of Bones:	If Limit of Liability is:		For Fracture Of Bones (Cont'd):	If Limit of Liability is:	
	\$5,000	\$10,000		\$5,000	\$10,000
Skull (except bones of face or nose)	\$175.00	\$350.00	Forearm, between wrist and elbow	\$75.00	\$150.00
Thigh	\$150.00	\$300.00	Foot (except toes)	\$62.50	\$125.00
Arm, between elbow and shoulder	\$150.00	\$300.00	Hand (except fingers)	\$62.50	\$125.00
Pelvis (except coccyx)	\$125.00	\$250.00	Sternum	\$50.00	\$100.00
Vertebra or vertebrae (except coccyx and vertebral processes)	\$125.00	\$250.00	Lower Jaw (except alveolar process)	\$37.50	\$75.00
Shoulder Blade	\$100.00	\$200.00	One or more ribs, fingers or toes	\$25.00	\$50.00
Leg	\$100.00	\$200.00	Bones of face or nose	\$25.00	\$50.00
Knee Cap	\$100.00	\$200.00	Coccyx or Vertebral Processes	\$25.00	\$50.00
Collar Bone	\$75.00	\$150.00			

(2) Fractures And Dislocation Benefits (Cont'd)

For Complete Dislocations:	If Limit of Liability is:		For Loss By Removal:	If Limit of Liability is:	
	\$5,000	\$10,000		\$5,000	\$10,000
Hip Joint	\$150.00	\$300.00	Of one or more entire toes	\$100.00	\$200.00
Knee Joint (except patella)	\$75.00	\$150.00	Of one or more fingers (at least one entire phalanx)	\$75.00	\$150.00
Bone or Bones of Foot (except toes)	\$75.00	\$150.00	For a hospital-confining injury, except as an outpatient	\$25.00	\$50.00
Ankle Joint	\$75.00	\$150.00			
Wrist Joint	\$62.50	\$125.00			
Elbow Joint	\$50.00	\$100.00			
Shoulder Joint	\$37.50	\$75.00			
Bone or Bones of Hand (except fingers)	\$25.00	\$50.00			
Collar Bone	\$25.00	\$50.00			
One or more fingers or toes	\$12.50	\$25.00			

C. Coverage C – Total Disability

If the Schedule or Declarations indicate that Coverage **C** applies, we will pay the weekly limit of liability stated in the Schedule or in the Declarations for the period of continuous total disability of the "insured". The total disability must result from "bodily injury" sustained by the "insured" while "occupying", or when struck by, a "motor vehicle", provided such disability occurs within 20 days from the date of the accident.

Total Disability shall be paid:

1. Up to 52 weeks from the date such disability begins, as long as the "insured" is not able to perform any duties pertaining to the "insured's" occupation.
2. After 52 weeks from the date such disability begins, as long as the "insured" is not able to engage in any occupation or employment for wage or profit.

However, if the Schedule or Declarations indicate that the 200 week maximum applies for an "insured", payments shall be made for no more than 200 consecutive weeks from the date such disability begins.

EXCLUSIONS

We do not provide Automobile Death Indemnity and Total Disability Coverages for any "insured":

- A. Who intentionally causes "bodily injury" to himself or herself.

B. For "bodily injury" or death:

1. Occurring during the course of employment if benefits are required or available under any workers' compensation or similar law.
2. Sustained while "occupying" "your covered auto" while it is being used as a public or livery conveyance. This Exclusion (**B.2.**) does not apply to a share-the-expense car pool.
3. Sustained while "occupying" a "motor vehicle" without a reasonable belief that that "insured" is entitled to do so.
4. Sustained while "occupying" any "motor vehicle" (other than "your covered auto") which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
5. Sustained while "occupying" any "motor vehicle" (other than "your covered auto") which is:
 - a. Owned by any "family member"; or
 - b. Furnished or available for the regular use of any "family member".

However, this Exclusion (**B.5.**) does not apply to you.

6. Sustained while employed or otherwise engaged in the "business" of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (**B.6.**) does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. You;
- b. Any "family member"; or
- c. Any partner, agent or employee of you or any "family member".

7. Caused by or as a consequence of:

- a. Discharge of a nuclear weapon (even if accidental);
- b. War (declared or undeclared);
- c. Civil war;
- d. Insurrection; or
- e. Rebellion or revolution.

8. Caused by or as a consequence of disease, except pus forming infection which is sustained as a result of "bodily injury" to which this coverage applies.

LIMIT OF LIABILITY

- A. For Coverage **A** or **B**, the limit of liability shown in the Schedule or in the Declarations is the most we will pay to, or on behalf of, each "insured" injured in any one accident, regardless of the number of:

- 1. "Insureds";
- 2. Claims made; or
- 3. Vehicles or premiums shown in the Declarations.

The limit of liability for Coverage **A** shall be reduced by all sums paid to the same "insured" under Coverage **B**.

- B. For Coverage **C**, the weekly limit of liability shown in the Schedule or in the Declarations is the most we will pay to each "insured" injured in any one accident, regardless of the number of:

- 1. "Insureds";

- 2. Claims made; or

- 3. Vehicles or premiums shown in the Declarations.

The limit of liability for Coverage **C** is payable weekly. However, subject to the proof of claim, any accrued Total Disability Coverage is payable every four weeks, and any balance will be paid at the end of the disability period for which we are liable.

III. Part E – Duties After An Accident Or Loss

Part **E** is replaced by the following:

We have no duty to provide Automobile Death Indemnity and Total Disability Coverages under this policy unless there has been full compliance with the following duties:

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

- B. An "insured" must:

- 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
- 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
- 3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath and subscribe the same.
- 4. Authorize us to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
- 5. Submit a proof of loss when required by us.

IV. Part F – General Provisions

Part **F** is amended as follows:

- A. The **Legal Action Against Us** Provision is replaced by the following:

LEGAL ACTION AGAINST US

No legal action may be brought against us under Automobile Death Indemnity and Total Disability Coverages until there has been full compliance with all of the terms of this policy.

- B. The **Our Right To Recover Payment** Provision does not apply.
- C. The **Transfer Of Your Interest In This Policy** Provision is replaced by the following:

TRANSFER OF YOUR INTEREST IN THIS POLICY

Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, Automobile Death Indemnity and Total Disability Coverages will be provided for any surviving insured named in the Schedule or in the Declarations until the end of the policy period.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.